

Medford, Ore. Sept. 2, 1915.

To the Honorable Common Council, of the Town of Phoenix, Oregon.

Whereas, the Rogue River Valley Canal Company, a corporation, organized under the laws of the State of Oregon, having its principal place of business in the City of Medford, County of Jackson, State of Oregon, is the owner of certain water rights on Bear Creek under water filing evidenced by permit No. 2832 filed with the State Engineer of the State of Oregon on the 1st day of March, 1915, which covers the surplus waters of Bear Creek;

And Whereas, the Rogue River Valley Canal Company is the owner of what is known as the Old Mill Ditch near Phoenix, Jackson County, Oregon, with the appurtenant water rights thereon, together with certain rights of way for canals and laterals;

And Whereas, the said Rogue River Valley Canal Company is about to construct a main canal for irrigation purposes from a point on Bear creek northerly through, over and along certain streets, avenues and alleys in the Town of Phoenix, Oregon, over the course indicated by the annexed plat hereto attached, marked Exhibit "A" and made a part of this agreement, and a certain copy of ordinance hereto attached marked Exhibit "B" and made a part of this agreement, and according to certain plans, details and specifications shown on said annexed plat and indicated in said ordinance;

And Whereas, said Rogue River Valley Canal Company is desirous of securing an ordinance from the common Council of the Town of Phoenix permitting it to so construct, operate and maintain a main canal for irrigation purposes through, over and along certain streets, avenues and alleys over the course indicated in said Exhibit "A" heretofore attached, and said Exhibit "B" hereto attached and according to the plans specifications and details shown on said plan and indicated by said ordinance for a period of fifty years from and after this date.

Now therefore, in consideration of the passage by the



Common Council of the town of Phoenix of said Ordinance, and the approval of said ordinance by a referendum vote to be held at a special election called for said purpose, by the legal voters of the said Town of Phoenix, the Rogue River Valley Canal Company agrees as follows:

1.

To erect, construct, maintain use and operate an irrigation canal in, through, over and along certain streets, avenues and alleys in said Town of Phoenix according to the plan hereto attached marked Exhibit "A" and copy of ordinance hereto attached marked Exhibit "B".

2.

That it will so construct, maintain and operate said irrigation canal that the same shall not become a nuisance or a menace to the inhabitants of said town of Phoenix, but shall be maintained in all respects in a first class and sanitary condition, and according to the ordinances of said town of Phoenix and the laws of the State of Oregon.

3.

That it will puddle the bottom and sides of said ditch so as to prevent seepage from said main canal, and will construct said main canal over the course indicated by said plan marked Exhibit "A" in a thorough and workmanlike manner.

4.

Said canal shall be run on an even grade without holes or depressions therein so that <sup>when</sup> the same is not in use all water in said canal will at once drain and run off and there shall be left no stagnant pools therein. The banks of said canal shall at all times be kept clean and all weeds and underbrush shall from time to time be cut from the sides of said canal and said canal shall be so protected as to prevent the same from cutting or washing.

5.

Said Rogue River Valley Canal Company will construct and



maintain at all times during the period of said grant such bridges and culverts across said canal and street and sidewalk crossings as the town council of the town of Phoenix may from time to time by resolution prescribe.

6.

Said Hogue River Valley Canal Company hereby agrees to sell to owners of lots in the town of Phoenix perpetual water rights for irrigation purposes (the delivery of water to be made and suitable gates to be constructed by said Hogue River Valley Canal Co. at the places in its main canal which may be designated by the town council, not exceeding six in all at the same rate per acre as shall be charged other purchasers of water from said irrigation canal and not exceeding \$20.00 per acre, and a yearly maintenance fee in the same proportion at that paid by said other purchasers of water not exceeding \$2.50 per acre. Said water right to be under contract between the Hogue River Valley Canal Co. and the owner or owners of lots in the town of Phoenix, a copy of which contract is hereto attached marked "Exhibit "C" and made a part hereof.

7.

Said Hogue River Valley Canal Company agrees that at the time of building said main canals for irrigation purposes as above mentioned it will remove dirt from street crossings of said canal to a distance of two or three blocks from said canal to such place or places as may be indicated by the council of the town of Phoenix for the purpose of making street fills or otherwise in said Town.

8.

At the expiration of said franchise, Exhibit "B", all obligation of said Canal Company to furnish water according to this agreement or under said contract shall cease unless the town of Phoenix shall grant a renewal of said franchise, in which event said obligation shall exist during the term of said extended franchise.

Hogue River Valley Canal Company

By

*J. A. Sullivan*  
Vice-President & Manager.